## NON-EXCLUSIVE, NON-TRANSFERABLE SOFTWARE LICENSE AGREEMENT

The Jet Propulsion Laboratory ("JPL"), an operating division of the California Institute of Technology ("Caltech"), will provide \_\_\_\_\_\_ ("Licensee") an executable version of Protected Area Archive--Phase 1, NTR 41027 ("Software"). The Software is available to Licensee on the following terms:

- 1. Caltech agrees to grant a nonexclusive, non-transferable, royalty-free license without the right to sublicense to Licensee, and Licensee agrees to utilize the Software for purposes internal to the Licensee only. Licensee agrees to utilize the Software for conservation management use only. Licensee agrees not to distribute the Software to any person external to the Licensee without the prior written permission of Caltech.
- 2. The Software is experimental in nature and is being licensed "as is". The license of the Software does not include any technical support.
- 3. None of the Software provided may be used in commercial products or services directly or indirectly unless a license granting the right to use the Software in commercial products or services is executed between Caltech and Licensee. Licensee agrees that it will not license or sell the Software or any other Software, information or data that incorporate any part of the Software, including derivative works thereof ("Derivatives"), to any other parties.
- 4. Licensee agrees to grant Caltech a nonexclusive, non-transferable, royalty-free license to any other Software, information or data that incorporate any part of the Software, including Derivatives for the purpose of research internal to Caltech, as well as any purpose for or on behalf of the United States Government.
- 5. Caltech will consider all requests for a commercial license, but shall be under no obligation to grant such license
- 6. Licensee agrees that any person within the Licensee utilizing the Software will be advised of, and is subject to, the conditions in the Agreement.
- 7. NO WARRANTY, DISCLAIMER, INDEMNITY:

THE SOFTWARE AND/OR RELATED MATERIALS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE (AS SET FORTH IN UCC 2312-2313) OR FOR ANY PURPOSE WHATSOEVER, FOR THE LICENSED PRODUCT, HOWEVER USED.

IN NO EVENT SHALL CALTECH/JPL BE LIABLE FOR ANY DAMAGES AND/OR COSTS, INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER CALTECH/JPL SHALL BE ADVISED, HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

LICENSEE BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE SOFTWARE AND/OR RELATED MATERIALS, AND AGREES TO INDEMNIFY CALTECH FOR ALL THIRD-PARTY CLAIMS RESULTING FROM THE ACTIONS OF LICENSEE IN THE USE OF THE SOFTWARE.

- 8. The Agreement covers the use described in paragraph 1 above. All other uses of the Software by the Licensee must be approved in advance by Caltech.
- 9. All right, title, and interest in and to all data, information, and inventions that result from use of the Software by the Licensee shall vest in and belong to the Licensee. Licensee agrees to provide the Caltech with copies of publications that reference the Software, and to acknowledge the Caltech in those publications.
- 10. The laws of the State of California, in the United States of America, will govern this Agreement and any action brought hereunder shall be within the state of California.
- 11. This Agreement will expire two (2) years from the date of the last signature below. Upon expiration, the Licensee will return any remaining Software or will certify destruction of the Software.
- 12. The Licensee shall comply with all applicable United States export control laws and regulations (22 C.F.R. 120-130 and 15 C.F.R. 730-774). To the extent that the software is subject to United States export control laws and regulations, the Licensee has the responsibility to obtain export licenses or other export authority as may be required before exporting such information to foreign countries or providing access to foreign persons. The Licensee certifies that the following authorized recipient(s) of Caltech software is a (are) United States person(s) as defined at 22 CFR 120.15:
- 13. The Software contains third party-developed software code. Descriptions of such code and licensing information are available with the Software. Licensee understands and agrees that Licensee is solely responsible for obtaining any and all rights as required by the third party developers and indemnifies Caltech for all third-party claims resulting from Licensee's failure to secure appropriate licenses or rights.

Paragraphs 3, 4, 5, 7, 9, 10, 12, and 13 will survive termination or expiration of this Agreement.

If the foregoing terms are acceptable, please sign and return.

The undersigned agree with and accept the foregoing:

Licensee Authorized Representative Signature

Print Name and Title

Name of Institution or Employer

Citizenship

Email Address

EFFECTIVE DATE

## **Mailing Label**

Please complete the mailing label that will be used to send the CD/DVD to you; include all required postal information such as name, institution, street number and street, city, postal code, and country. This label will be cut out with a scissors and glued "as is" to the mailer envelope so be sure it is complete!

Also, please indicate here which Collection you would like to be included (optional...but most people want both--they are provided on the same CD/DVD).

COLLECTION:
Collections over 700 MB will be sent on DVD